The State of Alabama } This Indenture made & entered
Shelby County } into this the 25th day of January
1861 between John Barnett actor of the 1st part and
Elizabeth Reeves, D. N. McClannahan & Co and McClannahan
& Elliott creditors of the ~~first~~ second part. Witnesseth that whereas
the Said party of the first part is justly indebted
to the parties of the Second part in the Sum of fourteen
hundred & nineteen 41/100 Dollars due by five promissory
notes due & payable as follows, Three notes for four
hundred dollars each payable to Elizabeth Reeves
the first of Said notes due on the 1st of January 1862
the Second due on first of Jany 1863 the third due
on 1st of January 1864 all bearing even date with
this deed and all bearing interest from the first of
this Month one note payable to D. N. McClannahan & Co and
and due one day after date and dated on 24th
day of this month for Ninety 65/100 Dollars & also
a note for One hundred & twenty nine 72/100 Dollars
due one day after date & dated 25th day of January
bearing interest from the first of this month payable to D. N.
McClannahan & Elliott and the Said party of the first
part being desirous to secure the payment of Said indebtedness
for & in Consideration thereof and for the further Consideration
of the Sum of one dollar to the Said party of the first part in
hand paid by the Said parties of the Second part the receipt
whereof is hereby acknowledged the Said party of the first
part has Sold & hereby Sells & Conveys to the Said parties of the
Second part the following described property to-wit Mythouse
& lots Situated in Columbiana as described in the deed and
bonds of A. B. Mandis to me the Said party of the first part
One Wagon, yoke of oxen, Cow, Gearing, and Two Small
Steers also the N E 1/4 of S E 1/4 & S E 1/4 of Section 21 Township
21 Range 1 East Known as the Reeves tract of land Containing
183 acres more or less being the land which the Said party
of the first part has this day bought of Elizabeth Reeves also
all the Crop of Corn fodder oats potatoes & Cotton which the
Said party of the first part may raise or Cause to be raised
on the Said farm this day purchased of Said E. Reeves.
the present year Except enough thereof for a Support
until the first day of January next to have & to hold in
trust as follows It is hereby agreed that the Said party
of the first part is to have & to retain possession of Said
property Except the house & lot in Columbiana
which the Said D. N. McClannahan & Co is to control until
the first day of January next and if the Said party of

the first part shall fully pay or cause to be paid to the said parties of the second part said debts within interest thereon and the reasonable expenses hereof by said 1 day of January 1862 then this indenture is to be null & void but upon default of such payment the said party of the second part is hereby ~~authorized~~ to take into possession and sell said property to the highest bidder for cash after giving twenty days notice of the time & place of said sale by advertisement & posted up at the public places and out of the proceeds of said sale retain the said sum of fourteen hundred & twelve 41/100 dollars and interest thereon and the reasonable costs hereof and the balance if any pay to the said party of the 1st part. Given under our hands & seals this day & year above written

Test
Enoch Sears
M. W. Jones

John Barnett (Seal)
Elizabeth Reeves (Seal)
by D. N. McLamahan agt
D N McLamahan (Seal)
McLamahan & Elliott (Seal)

The State of Alabama
Shelby County } I J. N. McCrae an acting Justice of the Peace in & for said County hereby certify that John Barnett, Elizabeth Reeves, D. N. McLamahan, D N McLamahan & Co McLamahan & Elliott whose names are signed to the forgoing deed of Conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the same they executed the same voluntarily on the day the same bears date. Given under my hand this January 26th 1861

J. N. McCrae J. P.

Filed for Record 26th day of January 1861 & Recorded April 10th 1861

J. W. McLamahan Judge